

RETIREMENT PLAN

The Retirement Plan provides participants with income at retirement. The Retirement Plan is provided at no cost to participants.

WHO IS ELIGIBLE FOR THE RETIREMENT PLAN?

Active Employees

Effective January 1, 2007, any employee who was not already a participant in the Plan on December 31, 2006 will become eligible to participate after he or she has either: (a) attained age 21 and completed one Year of Service, or (b) attained age 30 and completed six months of Continuous Service, and is not a Part-Time or Temporary Employee.

A Year of Service is a 12-month period of continuous employment with the Employer, except that a Part-Time or Temporary Employee must be credited with at least 1,000 Hours of Service during the twelve month period beginning on the date you first perform an Hour of Service (or each successive anniversary thereof), to earn a Year of Service. Participation begins the first day of the pay period following completion of the age and service requirements.

Service includes Continuous Service, if any, with Associated Universities, Inc., Battelle Memorial Institute, Research Foundation of the State University of New York, or the State University of New York at Stony Brook immediately prior to a transfer of employment to Brookhaven Science Associates, LLC.

If you terminate employment after you have become a participant in the Plan and are re-employed before incurring a Five Year Break in Service or if you had a vested interest in your Plan Account when you left, you will be eligible to re-enter the Retirement Plan on the first pay period beginning after your re-employment. Otherwise, you must satisfy the eligibility requirements described above.

The following individuals are not eligible to participate in the Plan: (1) any leased employee, as defined by Internal Revenue Code Section 414(n); (2) any person holding solely a Guest or Visitor Appointment to Brookhaven; (3) any person whose terms of employment are governed by a collective bargaining agreement whose retirement benefits are the subject of good faith bargaining, unless the collective bargaining agreement specifies that such individual is eligible to participate in the Plan; (4) any individuals hired on or after January 1, 1999 who are designated by the Employer as a research associate, research fellow or student assistant; or (5) any person designated by the Employer as an independent contractor or who performs services pursuant to a written agreement with a third party.

ENROLLMENT

Eligible employees must enroll for the Retirement Plan when first eligible. To enroll, you must complete enrollment forms that are available through the Benefits Office. By completing the forms, you will authorize the funds in which Retirement Plan contributions will be invested.

RETIREMENT PLAN COVERAGE

Benefits Provided

If you work at least 1,000 Hours of Service during a Plan Year, Brookhaven will contribute an amount equal to 10% of your Base Salary to your account in this Plan. Federal laws and regulations may limit contributions to this Plan.

Contributions will be made only with respect to the portion of your Base Salary paid while you are a participant in the Plan.

In addition, for each former employee of Brookhaven National Laboratory who was a participant in the AUI Retirement Plan on February 28, 1998, the participant's 401(a) accumulation in that Plan was transferred to this Plan on or about March 1, 1998.

Participants are not required or allowed to contribute to this Plan.

Plan Investments

There are numerous approved TIAA-CREF, Fidelity and Vanguard funds in which a participant can allocate the investment of contributions. The funds available for investment are indicated at the end of the Retirement Plan section.

The Plan is intended to constitute a plan described in Section 404(c) of the Employee Retirement Income Security Act of 1974 (ERISA), and Title 29 of the Code of Federal Regulations Section 2550.404c-1. This means that the fiduciaries of the Plan may be relieved of liability for any losses that are the direct and necessary results of your investment choices. Under these regulations, you have the right to receive additional information regarding the investment options provided under the Plan. The Plan Administrator is the Plan fiduciary responsible for providing this information, and the information may be obtained from the Benefits Office. The additional information includes:

- A description of the annual operating expenses of each investment fund which may reduce the rate of return on the fund, and the amount of expenses expressed as a percentage of the fund's average net assets.
- Copies of prospectuses, financial statements and reports, and other materials relating to the investment funds, to the extent such information is provided to the Plan.
- A list of funds, including the issuer, term and rate of return of all guaranteed investment contracts.
- Information concerning the value of shares or units in each available investment fund, as well as the past and current investment performance of such funds, net of expenses.
- Information concerning the value of shares or units of each fund held in your account.

In addition to this information, each mutual fund whose shares are registered with the U.S. Securities and Exchange Commission must periodically publish a document called a "prospectus", which is a description of the fund, its management and investment philosophy, and certain risk factors involved in investing in the fund. The prospectus will also contain information about the prior investment performance and management expenses of the fund. Each of the investment funds currently available under the Plan is required to issue a prospectus, and you should receive and review the current prospectus before investing any part of your account in the fund. If you do not automatically receive a current prospectus, you can request one from the Benefits Office.

Allocating Contributions

When a participant first enrolls in the Plan, he or she will complete a form indicating how to allocate Plan contributions among investment fund options. The allocation can be changed at any time. If a participant wants to change the allocation within an investment company, he or she must contact the investment company directly. If the participant wants to change investment companies or the allocation between companies, he or she must complete an allocation form available in the Benefits Office.

Transferring Between Funds

Participants are permitted to transfer accumulations between funds and investment companies. To transfer accumulations within an investment company, the participant must contact the investment company directly. To transfer accumulations from one investment company to another, forms are available in the Benefits Office.

Limitations apply when transferring accumulations out of TIAA. Transfers out of the TIAA Traditional Annuity can only be made over a ten-year period, where the amount to be transferred must first be moved to a TIAA transfer payout annuity.

Designating a Beneficiary

When a participant enrolls in the Plan, he or she will indicate one or more beneficiaries on the enrollment forms. For married participants, the spouse must be the beneficiary for at least 50% of the accumulation unless the spouse consents to the designation of someone else. The spouse's consent must be in writing and witnessed by a Plan representative or a notary public. In the event of a participant's death, retirement benefits will be paid to the designated beneficiary(ies). A beneficiary designation may be changed at any time, prior to beginning retirement benefits, by contacting the Benefits Office or the investment companies directly.

If you do not designate a beneficiary and are not married at the time of your death, any remaining benefits will be paid in a lump sum to your estate. If you are married at the time of your death and have not designated a beneficiary, any remaining benefits will be paid to your spouse in the form of an annuity (although your spouse may elect a different form of benefit that is available under the Plan). Remember to review your designation if you get married or divorced or have another major life event. If you have designated a beneficiary and then get married, remember that your designation will not be effective unless your surviving spouse consents to the designation.

Rollover Contributions

This Plan does not accept rollover contributions.

Vesting

Vesting is the process by which a participant earns the right to the value of the contributions in his or her account. Employees who were participants in the Plan before January 1, 2007 are 100% vested in their accounts under the Plan. For employees who become participants on or after January 1, 2007, accounts will vest according to your Years of Service under the following schedule:

Years of Service	Percentage Vested
Less than 2	0%
2 but less than 3	25%
3 but less than 4	50%
4 but less than 5	75%
5 or more	100%

For vesting purposes, a Year of Service is a 12 consecutive month period beginning on the date you begin working for the Employer (and each successive anniversary) in which you are credited with at least 1,000 Hours of Service.

Effect of Termination and Re-employment

If you were a participant before January 1, 2007, terminate employment, and are re-hired you will continue to be 100% vested in contributions made to your account after your return.

If you became a Participant on or after January 1, 2007, and leave employment before you are 100% vested, any non-vested portion of your benefit will be forfeited once you (a) take a distribution of the vested portion of your benefit from the Plan, or (b) incur a Five Year Break in Service. If you are re-employed before incurring a Five Year Break in Service you can again earn Years of Service toward vesting your account. If you had taken a distribution of the vested portion of your benefit, the amount you forfeited will be restored only if you repay that distribution within five years of your re-employment. "Lost" earnings will not be restored. If you are re-employed after incurring a Five Year Break in Service,

your forfeited benefit will not be restored. Your prior service will count in determining your vested interest in any new contributions to your account only if (a) you had a vested interest in your account before you left, or (b) your pre-break Years of Service exceed your years of Break in Service.

Loans

Loans are not permitted nor provided for under this Plan.

Withdrawals

Withdrawals are not permitted from this Plan while a participant is eligible for contributions to be made to his or her account. See the RETIREMENT OPTIONS and REPURCHASE OF BENEFITS sections for information on withdrawals and the receipt of retirement income after termination of employment.

Statements

Participants will receive quarterly account statements from each of the investment companies in which they have invested Plan contributions. The statements will indicate the amount of accumulations in each of the funds in which the participant has invested.

RETIREMENT OPTIONS

If a participant has terminated employment, he or she may begin receiving retirement benefits. Participants have the benefit options indicated below for the payment of benefits. Payment of retirement benefits, other than the Cash Withdrawal option, must be made through TIAA-CREF. This means that in order to establish the payment of benefits other than through the Cash Withdrawal option, the participant must transfer accumulations, if any, in Fidelity Investment Services and the Vanguard Group to TIAA-CREF before benefit payments can begin. Other than for the purpose of the Cash Withdrawal and Retirement Transition Benefit options indicated below, retirement benefits will be provided in the form of an annuity. An annuity, for the purpose of this Plan, is a series of regular payments.

In any case where spousal consent is required to elect a form of benefit, the consent form must be signed before a Plan representative or a notary public.

To apply for benefits, call (800) 842-2776 for TIAA-CREF and/or Vanguard funds or (800) 343-0860 for Fidelity funds.

Cash Withdrawal

If a participant has terminated employment and is age 55 or older, he or she may request to receive up to 100% of his or her total accumulation in the Retirement Plan through cash withdrawals. Cash withdrawals are permitted from TIAA; however, limitations apply. Based on federal law, married participants who request a cash withdrawal must provide their spouse's written consent for such withdrawal, unless the distribution is \$5000 or less.

Retirement Transition Benefit

When a participant begins the process to establish a retirement annuity, he or she may request that 10% of his or her total accumulation be provided as a single sum payment. This is called a retirement transition benefit. Based on federal law, married participants who request a retirement transition benefit must provide their spouse's written consent for such benefit.

One-Life Annuity Option

The most basic annuity form is the one-life annuity. This is the normal form of benefits for participants who are not married when distributions begin. It pays income to the participant for his or her lifetime, and the income ceases at death. A participant may elect a guaranteed period of either 10, 15, or 20 years to be added to this option, but restrictions may apply. If the participant dies during the period, the designated beneficiary will continue to receive the full payments until the guaranteed period ends. Based on Federal law, married participants who request a one-life annuity option must provide their spouse's written consent for such benefit.

Two-Life Annuity Option

A two-life annuity provides an income for life for two people. This is the normal form of benefits for participants who are married when distributions begin. Neither the participant nor his or her designated second annuitant can outlive the income. The amount continuing to the survivor after the participant's death depends on the option selected. A participant may elect a guaranteed period of either 10, 15, or 20 years to be added to any of the two-life annuity options indicated below, but restrictions may apply. When a guaranteed period is added to a two-life annuity, the guarantee provides that the benefit will continue to a designated beneficiary until the end of such period if both the participant and the second annuitant die within the guaranteed period. Based on federal law, married participants who request a two-life annuity option must provide their spouse's written consent for such benefit, if the designated second annuitant is not the spouse.

A **two-life annuity with full benefit to survivor** means that there is no benefit reduction after the death of either the participant or the second annuitant. If a guaranteed period is added to this option and both the participant and the second annuitant die during the period, the designated beneficiary will continue to receive the full benefit until the guaranteed period ends.

A **two-life annuity with half benefit to second annuitant** means that if the participant dies first, the benefit to the second annuitant will continue at half of the amount it would otherwise be. If the second annuitant dies first, the income to the participant does not change. If a guaranteed period is added to this option and both the participant and the second annuitant die during the period, the designated beneficiary will receive half of the benefit until the guaranteed period ends.

A **two-life annuity with three-quarters benefit to second annuitant** means that if the participant dies first, the benefit to the second annuitant will continue at three-quarters of the amount it would otherwise be. If the second annuitant dies first, the income to the participant does not change. If a guaranteed period is added to this option and both the participant and the second annuitant die during the period, the designated beneficiary will receive three-quarters of the benefit until the guaranteed period ends.

A **two-life annuity with two-thirds benefit to survivor** means that when either the participant or the second annuitant dies, the benefit is reduced to two-thirds of the amount it would otherwise be for the survivor. This is the only option where the benefit of the participant reduces if the second annuitant dies first. If a guaranteed period is added to this option and both the participant and the second annuitant die during the period, the designated beneficiary will receive the two-thirds benefit until the guaranteed period ends.

Fixed Period Annuity Option

For any vested accumulation that a participant has in CREF, he or she may elect the fixed period annuity option that provides retirement benefits over a number of years based on the participant's election. The number of years available for benefits is between 15 and 30 and depends on the participant's age. During that period, all of the participant's accumulation will be returned to him or her. When the fixed period is over, benefits cease. If a participant dies during the period, the designated beneficiary may elect to continue receiving the remainder of the benefit payments or a lump sum payment. Based on Federal law, married participants who request a fixed period annuity option must provide their spouse's written consent for such benefit.

Interest Payment Retirement Option (IPRO)

For any vested accumulation that a participant has in TIAA, he or she may elect the IPRO that provides for payments consisting only of current interest on the TIAA accumulation. The minimum amount that may be designated for an IPRO is \$10,000. The accumulation remains unchanged during the period that the IPRO income is provided. This option is available to participants between ages 55 and approximately 69½. If a participant elects this option, it must eventually be converted to an annuity or MDO. Based on federal law, married participants who request an IPRO option must provide their spouse's written consent for such benefit.

Minimum Distribution Option

For participants who have terminated employment, have not yet begun receiving retirement benefits, and who are age 70½, Federal laws require that a minimum retirement distribution must begin by April 1 of the year after reaching age 70½. Under this option, payments are set at the minimum level required by law and can continue until (a) the total accumulation has been fully paid out to the participant or if he or she dies before payments are completed, to a designated beneficiary or (b) such time that the participant decides to begin an annuity payment option.

Rollover Distributions

You may also elect to have your account balances directly rolled over to an individual retirement account or another qualified retirement plan, including a Section 403(b) annuity or governmental Section 457 Plan. To receive a rollover distribution, you must be eligible to receive a distribution from the Plan. Therefore, to receive a rollover of a cash withdrawal, you must have terminated employment and reached age 55. However, some types of distributions, such as annuity payments, cannot be rolled over. To initiate a rollover distribution, contact the Trustee where your accounts are invested.

REPURCHASE OF BENEFITS

Participants who have terminated employment before the fifth anniversary of becoming a participant will receive the vested balance of their total accumulation (if less than \$5,000) in a lump sum payment. Spousal consent is not required for lump sum payments of \$5,000 or less. A lump sum payment from TIAA-CREF will be based on the terms of such annuity contract.

You must request a repurchase of your benefits through the Trustee. If you repurchase benefits before age 55, Federal early distribution penalties may apply.

PRE-RETIREMENT DEATH BENEFITS

If a participant dies before establishing an annuity option, the value of his or her total vested accumulation will be paid to the designated beneficiary. The beneficiary may elect to receive either a lump sum payment or one of the annuity options indicated above. The participant's spouse is automatically the beneficiary for 50% of the total accumulation unless the spouse has consented to a waiver of such benefit. The pre-retirement death benefit may be waived by the participant and his or her spouse beginning on the first day of the Plan year during which the participant attains age 35 and ending on the earlier of (a) the date of the participant's death or (b) the date annuity benefits begin. A waiver may be revoked during that period only if the participant also revokes his or election. A waiver is not available for participants under age 35, unless the participant terminates employment.

INVESTMENT COMPANY CONTACT INFORMATION

Investment Funds	Telephone Numbers	Website
TIAA-CREF and Vanguard	(800) 842-2776	www.tiaa-cref.org
Fidelity	(800) 343-0860	http://netbenefits.non-profits.com

QUESTIONS ABOUT THE PLAN

Questions or concerns about the Retirement Plan may be directed to the Benefits Office at (631) 344-7516 or the investment companies directly.

MISCELLANEOUS

Base Salary

Base Salary is the participant's base salary that is reflected on the participant's W-2 statement, before exercise of any salary reduction option. Overtime payments, shift premiums, termination payments, severance pay, and any other forms of compensation are not included in Base Salary. For union employees, Base Salary is based on the terms of the union contract.

Break in Service

A Break in Service is a 12 consecutive month period (measured from your date of hire and anniversaries of such date) in which you are credited with less than 501 Hours of Service. A Five Year Break in Service means five consecutive Breaks in Service.

Continuous Service

Continuous Service means service from a participant's most recent hire date. Service performed prior to a break in employment is not included in Continuous Service. Continuous Service will be reduced by periods on an approved Leave of Absence.

Discontinuation of Contributions

Contributions to a participant's accumulation will cease on the earlier of the date he or she terminates employment or is no longer eligible for coverage.

Employer

Brookhaven Science Associates, LLC.

General Information

Information regarding the Plan identification number, Plan year, Plan funding, type of Plan, Plan sponsor, Plan administrator, agent for legal process, your rights under ERISA, prudent actions by Plan fiduciaries, and modification, suspension, or termination of the Plan can be found in the General Information section of this booklet.

Hour of Service

An Hour of Service is each hour for which you are entitled to be paid for the performance of duties, or for which you are entitled to be paid for vacation, holiday, illness, incapacity, layoff, jury duty, military duty or leave of absence. No more than 501 Hours of Service will be credited for any single continuous period during which you perform no duties, except in the case of certain absences due to military service.

Leave of Absence

Contributions will not be made to the Retirement Plan during an approved Leave of Absence. If, however, you return to work within the time required by law, from an approved Leave of Absence for military duty, an amount equal to 10% of your Base Salary will be made for any period for which you would have been otherwise eligible for contributions had you not been on a Leave of Absence.

Non-Alienation of Benefits

Benefits under this Plan may not be subject to alienation, encumbrance, the claims of creditors, or legal process. Benefits may not be transferred, assigned, or alienated. The Plan will, however, comply with any judgment, decree, or order which established the rights of another person to all or a portion of a participant's benefits under this Plan to the extent that it is a Qualified Domestic Relations Order under Internal Revenue Code section 414(p).

Participants Receiving Long Term Disability Benefits

For the purpose of this Plan, Base salary for participants who qualify for benefits under the Long Term Disability Plan (LTD) will be based on Base Salary at the rate in effect prior to the day you become eligible to receive LTD benefits. Plan contributions will continue until the earliest of (1) the end of the participant's maximum LTD period of benefits, (2) the date the participant elects to retire, (3) the participant's death, or (4) the end of the participant's disability.

During the period while the participant is receiving LTD benefits, Retirement Plan contributions will be made to the participant's account at a rate of 12½% of Base Salary not in excess of the social security wage base and 17½% of Base Salary in excess of the social security wage base.

Plan Administrator

The Plan administrator is the Retirement Committee and can be reached at (631) 344-2881 and at the address of the Plan Sponsor listed in the General Information section.

Qualified Domestic Relations Order

Information on the administration of a Qualified Domestic Relations Order can be obtained at no charge from the Benefits Office.

Type of Plan

This Plan is a money purchase defined contribution Plan. The amount of benefits that you receive is based on the vested balance of your accounts in the Plan. Because the Plan is an individual account Plan, the benefits provided by the Plan are not insured by the Pension Benefit Guaranty Corporation.

Amendment or Termination of the Plan

BSA reserves the right to amend or terminate this Plan at any time and for any reason. If the Plan is terminated for any reason, the assets in the Plan will be used for the exclusive benefit of Plan participants and their beneficiaries. If you are affected by a termination of the Plan, you will become 100% vested in your account balances.

Brookhaven Science Associates Funds Available for Investment

TIAA-CREF

TIAA Traditional Annuity
 TIAA Real Estate Account
 CREF Money Market Account
 CREF Bond Market Account
 CREF Inflation-Linked Bond Account
 CREF Social Choice Account
 CREF Equity Index Account
 CREF Global Equities Account
 CREF Growth Account
 CREF Stock Account
 TIAA-CREF Real Estate Securities
 TIAA-CREF Growth & Income
 TIAA-CREF S&P 500 Index
 TIAA-CREF Social Choice Equity
 TIAA-CREF Large-Cap Value
 TIAA-CREF Mid-Cap Value
 TIAA-CREF Mid-Cap Growth
 TIAA-CREF Small-Cap Equity
 TIAA-CREF International Equity
 TIAA-CREF Lifecycle Fund 2010*
 TIAA-CREF Lifecycle Fund 2015*
 TIAA-CREF Lifecycle Fund 2020*
 TIAA-CREF Lifecycle Fund 2025*
 TIAA-CREF Lifecycle Fund 2030*
 TIAA-CREF Lifecycle Fund 2035*
 TIAA-CREF Lifecycle Fund 2040*
 TIAA-CREF Lifecycle Fund 2045*
 TIAA-CREF Lifecycle Fund 2050*

Fidelity

Retirement Gov't Money Market
 Retirement Money Market
 Intermediate Bond Fund
 Puritan Fund
 Equity-Income Fund
 Magellan Fund
 Diversified International Fund
 Overseas Fund
 Freedom Income Fund
 Freedom 2000 Fund*
 Freedom 2005 Fund*
 Freedom 2010 Fund*
 Freedom 2015 Fund*
 Freedom 2020 Fund*
 Freedom 2025 Fund*
 Freedom 2030 Fund*
 Freedom 2035 Fund*
 Freedom 2040 Fund*
 Freedom 2045 Fund*
 Freedom 2050 Fund*

Vanguard

Prime Money Market Fund
 Federal Money Market Fund**
 Wellington Fund
 Wellesley Income Fund
 500 Index Fund
 Windsor Fund
 Explorer Fund
 Total International Stock Index Fund
 International Growth Fund

*Qualified Default Investment Alternative (QDIA). (TIAA-CREF and Vanguard funds are administered by TIAA-CREF, so the QDIA for TIAA-CREF and Vanguard funds is the same.)

**Closed to new investors